



**DUPAGE COUNTY
HEALTH DEPARTMENT**

111 North County Farm Road, Wheaton, Illinois 60187
(630) 682-7400
www.dupagehealth.org

December 17, 2008

Mr. John Wyma
John Wyma & Associates
123 North Wacker Drive, Suite 1800
Chicago, IL 60606

Dear Mr. Wyma:

In accordance with Article II, Term and Termination of Agreement, 2.1, of the Agreement between the DuPage County Health Department and John Wyma and Associates, this letter shall serve as ten (10) business days notice to terminate this Agreement effective January 5, 2009.

Sincerely,

Maureen McHugh
Executive Director

Strategic Advisor Agreement

John Wyma & Associates Company

This Strategic Advisor Agreement (the "Agreement") is entered as of March 1, 2006 by and between the DuPage County Health Department ("Department"), and John Wyma & Associates ("Advisor").

WHEREAS, the Department wishes to engage Advisor in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Department and Advisor agree as follows:

1. **Advisor's Services.** During the Advisory Period, Advisor shall provide strategic advice, guidance, and counseling related to the Department's business and operations and to assist the Department in its government relations efforts before the State of Illinois executive branch, legislative branch, various state agencies, and Federal government (U.S. House and Senate).

2. **Term.** Unless earlier terminated as provided herein, this Agreement shall remain in effect for a period of 10 months (the "Advisory Period"). The Advisory Period shall thereafter be renewed for successive periods of one year unless either party provides written notice to the other of non-renewal at least thirty days prior to the expiration of the initial Advisory Period or any renewal period.

3. **Independent Contractor Status.** In the performance of advisory services hereunder, Advisor shall be an independent contractor and not an employee of the Department, notwithstanding any title that may be assigned to Advisor. As such, Advisor will not be entitled to participate in any compensation, stock option or benefit plan of the Department.

4. **Payments; Expenses.** For services rendered as set forth in Paragraph 1, Advisor shall be paid at a rate of \$8,000 per month during the Advisory Period, payable by the Department within 30 days following receipt of Advisor's monthly invoice. During the Advisory Period, the Department shall reimburse Advisor for reasonable and necessary business expenses upon presentation by Advisor of reasonable evidence of such expenses.

5. **Compliance with Laws; Ethics and Lobbyist Registration; Conflicts**

(a) Advisor will perform all activities under the highest ethical standards and in conformation with all state and federal laws, including but not limited to the Lobbyist Registration Act, the Illinois Governmental Ethics Act and the State officials and Employees Ethics Act, each as enacted under the State of Illinois. This engagement is not contingent upon a specific outcome, including the passage or defeat of any legislation, or executive or administrative action.

(b) Advisor and the Department will each comply with all relevant lobbyist registration and reporting requirements. If required by law, Advisor will register the Department as a client with the Illinois Secretary of State's office. As required by the Lobbyist Registration Act under the State of Illinois, Advisor will provide the Illinois Secretary of State's office with the nature of the Department business and a brief description of the executive, legislative or administrative action in reference to which such lobbying services are being provided to the Department. If required by law, Advisor will also report expenditures attributable to lobbying state officials or employees on the Department behalf to the Illinois Secretary of State.

(c) If required by law, the Department will register itself as a lobbying entity with the Secretary

of State's office, and if applicable, will register certain employees who will act in a lobbying capacity as Exclusive Lobbyists according to Illinois requirements.

(d) Advisor represents several clients on a variety of matters. Advisor will notify the Department of any conflict or potential conflicts that come to its attention, and the Department will notify the Advisor of any conflict or potential conflicts that come to its attention.

6. **Termination of Advisory Period.** The Advisory Period may be terminated prior to the end of the initial Advisory Period or any renewal period, as follows:

(a) By the Department, for "Cause." For purposes of this Agreement, Cause means: (i) commission by Advisor of a felony; or (ii) fraud, misappropriation or embezzlement involving property of the Department or other intentional wrong acts that materially impair the goodwill or business of the Department or that cause material damage to its property, goodwill or business. In the event of such termination, Advisor shall not receive further compensation.

(b) By mutual written agreement of the parties. In the event of such termination, Advisor shall not receive further compensation unless the parties provide for such compensation in a written agreement.

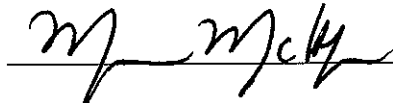
(c) Upon sixty days written notice by either party.

7. **General.**

The provisions of this Agreement are severable and if any provision or portion thereof shall be found to be void or unenforceable, such findings shall not affect the validity of enforceability of any other provision or portion thereof. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Illinois. Any waiver of any provision of this agreement or any amendment to this Agreement must be made in writing and signed by the parties hereto. This Agreement constitutes the entire agreement between the Department and Advisor as to the subject matter addressed herein, and states fully all agreements, understandings, promises and commitments between the parties as to such subject matter. Advisor and the Department warrant that no promise or inducement has been offered or made except as herein set forth and that the consideration stated herein is the sole consideration for this Agreement.

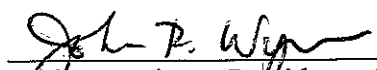
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DuPage County Health Department

By:  _____

Its: Interim Executive Director

John Wyma and Associates

By:  _____
In his capacity as President of John
Wyma & Associates and not in his
individual capacity

Strategic Advisor Agreement

John Wyma & Associates Company

This Strategic Advisor Agreement (the "Agreement") is entered as of January 1, 2007 by and between the DuPage County Health Department ("Department"), and John Wyma & Associates ("Advisor").

WHEREAS, the Department wishes to engage Advisor in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Department and Advisor agree as follows:

1. **Advisor's Services.** During the Advisory Period, Advisor shall provide strategic advice, guidance, and counseling related to the Department's business and operations and to assist the Department in its government relations efforts before the State of Illinois executive branch, legislative branch, various state agencies, and Federal government (U.S. House and Senate).

2. **Term.** Unless earlier terminated as provided herein, this Agreement shall remain in effect for a period of 10 months (the "Advisory Period"). The Advisory Period shall thereafter be renewed for successive periods of one year unless either party provides written notice to the other of non-renewal at least thirty days prior to the expiration of the initial Advisory Period or any renewal period.

3. **Independent Contractor Status.** In the performance of advisory services hereunder, Advisor shall be an independent contractor and not an employee of the Department, notwithstanding any title that may be assigned to Advisor. As such, Advisor will not be entitled to participate in any compensation, stock option or benefit plan of the Department.

4. **Payments; Expenses.** For services rendered as set forth in Paragraph 1, Advisor shall be paid at a rate of \$8,000 per month during the Advisory Period, payable by the Department within 30 days following receipt of Advisor's monthly invoice. During the Advisory Period, the Department shall reimburse Advisor for reasonable and necessary business expenses upon presentation by Advisor of reasonable evidence of such expenses.

5. **Compliance with Laws; Ethics and Lobbyist Registration; Conflicts**

(a) Advisor will perform all activities under the highest ethical standards and in conformation with all state and federal laws, including but not limited to the Lobbyist Registration Act, the Illinois Governmental Ethics Act and the State officials and Employees Ethics Act, each as enacted under the State of Illinois. This engagement is not contingent upon a specific outcome, including the passage or defeat of any legislation, or executive or administrative action.

(b) Advisor and the Department will each comply with all relevant lobbyist registration and reporting requirements. If required by law, Advisor will register the Department as a client with the Illinois Secretary of State's office. As required by the Lobbyist Registration Act under the State of Illinois, Advisor will provide the Illinois Secretary of State's office with the nature of the Department business and a brief description of the executive, legislative or administrative action in reference to which such lobbying services are being provided to the Department. If required by law, Advisor will also report expenditures attributable to lobbying state officials or employees on the Department behalf to the Illinois Secretary of State.

(c) If required by law, the Department will register itself as a lobbying entity with the Secretary

of State's office, and if applicable, will register certain employees who will act in a lobbying capacity as Exclusive Lobbyists according to Illinois requirements.

(d) Advisor represents several clients on a variety of matters. Advisor will notify the Department of any conflict or potential conflicts that come to its attention, and the Department will notify the Advisor of any conflict or potential conflicts that come to its attention.

6. **Termination of Advisory Period.** The Advisory Period may be terminated prior to the end of the initial Advisory Period or any renewal period, as follows:

(a) By the Department, for "Cause." For purposes of this Agreement, Cause means: (i) commission by Advisor of a felony; or (ii) fraud, misappropriation or embezzlement involving property of the Department or other intentional wrong acts that materially impair the goodwill or business of the Department or that cause material damage to its property, goodwill or business. In the event of such termination, Advisor shall not receive further compensation.

(b) By mutual written agreement of the parties. In the event of such termination, Advisor shall not receive further compensation unless the parties provide for such compensation in a written agreement.

(c) Upon sixty days written notice by either party.

7. **General.**

The provisions of this Agreement are severable and if any provision or portion thereof shall be found to be void or unenforceable, such findings shall not affect the validity of enforceability of any other provision or portion thereof. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Illinois. Any waiver of any provision of this agreement or any amendment to this Agreement must be made in writing and signed by the parties hereto. This Agreement constitutes the entire agreement between the Department and Advisor as to the subject matter addressed herein, and states fully all agreements, understandings, promises and commitments between the parties as to such subject matter. Advisor and the Department warrant that no promise or inducement has been offered or made except as herein set forth and that the consideration stated herein is the sole consideration for this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DuPage County Health Department

By: 

Its: Interim Executive Director

John Wyma and Associates

By: 

In his capacity as President of John Wyma & Associates and not in his individual capacity

AGREEMENT BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT
AND

John Wyma & Associates Company

FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 1st day of November, 2007, between the DuPage County Health Department (hereinafter "Department") with offices at 111 North County Farm Road, Wheaton, Illinois 60187 and John Wyma & Associates, 123 North Wacker Drive, Suite 1800, Chicago, Illinois 60606 (hereinafter "Advisor").

WHEREAS, the Illinois General Assembly has granted the Department authority to enter into agreements for the purpose of securing outside professional services (55 ILCS 5/5 5-25013); and

WHEREAS, the Department has a legitimate business need for professional services as a Strategic Advisor; and

WHEREAS, the Advisor chosen has experience and expertise and is in the business of providing such professional services as enumerated above; and

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

ARTICLE I: SCOPE OF SERVICES

1.1 The Advisor shall provide professional services as follows:

- a. Provide strategic advice, guidance and counseling related to the Department's business and operations.
- b. Provide strategic advice, guidance and counseling to assist the Department in its government relations efforts before the State of Illinois executive branch, legislative branch, various state agencies, and Federal government (U.S. House and Senate).
- c. Keep staff apprised of key legislative issues.

ARTICLE II: TERM AND TERMINATION OF AGREEMENT

2.1 Contract Term

This AGREEMENT will be effective November 1, 2007 through April 30, 2008. Termination of the AGREEMENT prior to the expiration date can be made by either party by providing ten (10) business days prior written notice of intent to terminate this AGREEMENT.

ARTICLE III: COMPENSATION

3.1 Rate

Advisor agrees to provide the required services as indicated in Article I at a rate of \$8,000 per month during not to exceed a total of \$48,000 for the term of this Agreement.

3.2 Compensation Dispensation.

The Advisor agrees to and shall submit its invoices for services rendered on a monthly basis. The Department agrees to compensate for services provided upon receipt of a completed and approved invoice detailing the services provided in accordance with the Illinois Prompt Payment Act.

ARTICLE IV: LIABILITY AND RISK MANAGEMENT

4.1 Indemnification

Advisor shall indemnify, defend, and hold harmless the Department and its officials, officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent performance of this AGREEMENT or tortuous acts by Advisor, however, Advisor will not be responsible for any claim arising out of Department, or its independent acts of negligence. Nothing contained herein shall be construed as prohibiting the Department, its officials, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts any claims, suits, demands, proceedings and actions against them.

4.2 Survival of Indemnification

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.

ARTICLE V: MISCELLANEOUS

5.1 Independent Contractor Status.

Department and Advisor expressly acknowledge that Advisor is an "independent contractor," and nothing in this AGREEMENT is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Department to exercise control or direction over the manner or method by which Advisor performs hereunder.

5.2 Assignment

Advisor shall not assign this AGREEMENT to any other corporation, agency, or contractor without the express written consent of the Department. Department and Advisor each binds itself, its successors, assigns and legal representatives to the other party hereto and to its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

5.3 Notice

All notices or other written communications required or permitted to be given under this AGREEMENT shall be deemed to have been duly given if delivered personally in hand, or, sent certified U.S. mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

- a. If to Department: DuPage County Health Department
111 North County Farm Road
Wheaton, IL 60187
Attn: Maureen McHugh, Executive Director
- b. If to Advisor: John Wyma & Associates
Public Affairs & Government Relations
John Wyma, President
123 North Wacker Drive, Suite 1800
Chicago, IL 60606

5.4 Governing Law

The parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

5.5 Entire Agreement

This AGREEMENT constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

5.6 Waiver of Breach

The waiver by either party of a breach or violation of any provision of this AGREEMENT shall neither operate as, nor be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.7 Severability

In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this AGREEMENT which shall remain in full force and effect and be enforceable in accordance with its terms.

5.8 Conflict of Interest

The Advisor covenants that he has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of Advisor's services under this AGREEMENT.

5.9 Compliance with State and Other Laws

The Advisor will perform all activities under the highest ethical standards and in conformation with all state and federal laws, including but not limited to the Lobbyist Registration Act, the Illinois Governmental Ethics Act and the State Officials and Employees Ethics Act, each as enacted under the State of Illinois. This engagement is not contingent upon a specific outcome, including the passage or defeat of any legislation, or executive or administrative action.


The Advisor and the Department will each comply with all relevant lobbyist registration and reporting requirements. If required by law, Advisor will register the Department as a client with the Illinois Secretary of State's office. As required by the Lobbyist Registration Act under the State of Illinois, Advisor will provide the Illinois Secretary of State's Office with the nature of the Department business and a brief description of the executive, legislative or administrative action in reference to which such lobbying services are being provided to the Department. If required by law, Advisor will also report expenditures attributable to lobbying state officials or employees on the Department behalf to the Illinois Secretary of State.

If required by law, the Department will register itself as a lobbying entity with the Secretary of State's office, and if applicable, will register certain employees who will act in a lobbying capacity as Exclusive Lobbyists according to Illinois requirements.

Advisor represents several clients on a variety of matters. Advisor will notify the Department of any conflict or potential conflicts that come to its attention, and the Department will notify the Advisor of any conflict or potential conflicts that come to its attention.

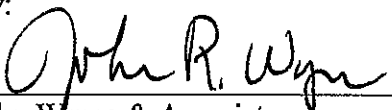
IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year first above written.

By:


DuPage County Health Department
Maureen McHugh
Executive Director

11/26/07
Date

By:


John Wyma & Associates
123 North Wacker Drive
Suite 1800
Chicago, Illinois 60606

11/19/07
Date

AGREEMENT BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT
AND
JOHN WYMA & ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into the 12th day of September, 2008, between the DuPage County Health Department (hereinafter "Department") with offices at 111 North County Farm Road, Wheaton, Illinois 60187 and John Wyma & Associates (hereinafter "Consultant").

WHEREAS, the Illinois General Assembly has granted the Department authority to enter into agreements for the purpose of securing outside professional services (55 ILCS 5/5 5-25013); and

WHEREAS, the Department has a legitimate business need for lobbyist services; and

WHEREAS, the provider chosen has experience and expertise in providing the needed lobbyist services; and

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows

ARTICLE I: SCOPE OF SERVICES

1.1 The Consultant shall perform tasks as follows:

Scope of Services: Consultant agrees to provide consulting services as a lobbyist representing the DuPage County Health Department before the Executive Branch of State Government, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in consulting fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

Consultant agrees to provide quarterly activity reports on major activities on 12/1, 3/1, 6/1 and 9/1.

ARTICLE II: TERM AND TERMINATION OF AGREEMENT

2.1 **Contract Term**

This Agreement is for a term commencing September 12, 2008, and continuing through September 11, 2009 ("Term"), unless terminated sooner as provided herein.

Termination of the AGREEMENT prior to the expiration date can be made by either party by providing ten (10) business days prior written notice of intent to terminate this AGREEMENT.

ARTICLE III: COMPENSATION

3.1 **Rate**

Compensation and Payment: Compensation for Services during the initial term shall be based on a monthly rate of \$ 6,666.66 and shall not exceed Eighty Thousand Dollars, (\$ 80,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act".

Non-appropriation: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under this Agreement, the Department shall notify Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Consultant for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

ARTICLE IV: LIABILITY AND RISK MANAGEMENT

4.1 Indemnification

Consultant shall indemnify, defend, and hold harmless the Department and its officials, officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent performance of this AGREEMENT or tortuous acts by Consultant, however, Consultant will not be responsible for any claim arising out of Department, or its independent acts of negligence. Nothing contained herein shall be construed as prohibiting the Department, its officials, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts any claims, suits, demands, proceedings and actions against them.

4.2 Survival of Indemnification

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.

4.3 Insurance

Automobile Insurance. If Consultant will be driving a vehicle in the course of performing the Services, Consultant shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

Waiver. In consideration of the Department agreeing to waive its requirement that Consultant carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Consultant agrees to hold the Department, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Consultant or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the Department.

ARTICLE V: MISCELLANEOUS

5.1 Independent Contractor: It is understood and agreed that the relationship of Consultant to the Department is and shall continue to be that of an independent contractor and neither Consultant nor any of Individual's employees shall be entitled to receive Department employee benefits. As an independent contractor, Consultant agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Consultant agrees that neither Consultant nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department

5.2 Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

5.3 Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE DEPARTMENT:

Du Page County Health Department
111 North County Farm Road
Wheaton, IL 60187
Attn: Maureen McHugh

IF TO INDIVIDUAL:

John Wyma & Associates
123 North Wacker Drive, Suite 1800
Chicago, IL 60606

5.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

5.5 Entire Agreement and Amendment: This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.

5.6 Waiver: No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.


5.7 Severability: In the event any provision of the AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this AGREEMENT which shall remain in full force and effect and be enforceable in accordance with its terms.

5.8 Conflict of Interest. The Provider covenants that he has no conflicting public or private interest and shall not acquire directly or indirectly any such interests which would conflict in any manner with the performance of Consultants service under this AGREEMENT.

5.9 Compliance with Laws. Consultant is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Consultant is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.

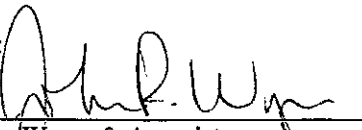
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By:


DuPage County Health Department
Maureen McHugh
Executive Director

9/29/08
Date

By:


John Wyma & Associates
123 North Wacker Drive, Suite 1800
Chicago, IL 60606

Sept 24, 08
Date

